



**Milwaukee County
Department of Parks, Recreation and Culture**

**REQUEST FOR INFORMATION
and
SCOPE OF SERVICES**

for third party vendor to provide instruction and coaching services for a
MILWAUKEE COUNTY YOUTH CHESS PROGRAM
at various Milwaukee County Parks locations

This is NOT a Solicitation

Submission Due Date:

**April 14, 2015
5:00 p.m.**

Section I
GENERAL

A. INVITATION

The Milwaukee County Department of Parks, Recreation and Culture ("DPRC" or the "County") is soliciting information from various providers (each, a "Provider") on capacity and capability and scope of services to provide chess instruction and coaching services targeting youth in Kindergarten through eighth grade (K-8) (collectively, the "Activity").

B. ACTIVITY TYPES

DPRC is seeking Providers to plan, manage, and operate any of the following types of Activities:

1. Chess Classes. Classes may operate on a weekly, monthly, or quarterly schedule (spring, summer, fall and winter sessions).
2. Chess Leagues/Tournaments. These are events that can include participants from the County's programs and generally may occur a few times annually.

Providers may propose one or more types of Activities and may propose Activities not listed.

C. ACTIVITY LOCATIONS

The Provider is asked to include five (5) locations: Washington Park, Lincoln Park, McGovern Park, Mitchell Park and Sherman Park but may perform the services at any mutually agreed upon park location, indoors or outdoors.

D. TERM OF AGREEMENT

The term of the agreement governing the Activities (the "Agreement") will depend on the nature of the Proposal.

E. RECEIPT OF PROPOSALS

Each Provider shall submit one (1) original and five (5) hard copies of its proposal or one (1) electronic copy of its proposal. Proposals will be accepted until **5:00 p.m., Central time, on April 14, 2015**. Proposals must be submitted in a sealed envelope or box clearly marked on the outside and mailed or delivered to the following address or submitted in a .pdf attachment via email to the following address:

Information on providing chess programming in Milwaukee County Parks
Milwaukee County Department of Parks, Recreation and Culture
Attn: Laura Schloesser, Chief of Administration and External Affairs
9480 W. Watertown Plank Road
Wauwatosa, WI 53226
Email: laura.schloesser@milwaukeecountywi.gov

Proposals received after the above stated date and time shall not be considered and shall be returned unopened. Partial or incomplete proposals will be rejected. No oral, fax, or telephone proposals will be accepted.

F. QUESTIONS CONCERNING THE RFI

Please direct all comments and questions to the Chief of Administration and External Affairs. Questions will be shared with all parties interested in the RFI. All contact regarding this RFI or any matter relating thereto **must be in writing** and may be mailed or e-mailed as follows:

Milwaukee County Department of Parks, Recreation and Culture
Attn: Laura Schloesser
9480 W. Watertown Plank Road
Wauwatosa, WI 53226
Email: laura.schloesser@milwaukeecountywi.gov

G. PRE-PROPOSAL SITE INSPECTIONS

Pre-submission site inspections are available upon request. Each Provider is encouraged to schedule and attend a site inspection. Reservations for site inspections can be made by calling Mr. Jeff Orłowski at (414) 257-8087.

Section II
INFORMATIONAL ITEMS, REQUIRED OPERATING RESPONSIBILITIES, AND
CONTRACTUAL PROVISIONS

A. PROPOSAL ITEMS

All information submittals (Attachments A through F) shall be completed and returned with your proposal including all supporting documentation. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of plans and capabilities to satisfy the requirements of this RFI. Expensive bindings, color displays, and promotional materials are not necessary or desired. Emphasis should be concentrated on conformance to the RFI instructions, responsiveness to the RFI requirements and clarity of content.

B. REQUIRED OPERATING RESPONSIBILITIES

The following are selected areas of operating responsibilities which should be considered by the Provider. DPRC reserves the right to pursue an award of contract with one or more additional proposers to provide Activities in any location or to provide Activities on its own in any location.

1. Instructional Staff

- a) The Provider must provide experienced, qualified adult instructional staff, paid or volunteer.
- b) The Provider must certify that all employees and volunteer who work with County-registered participants have passed current national criminal and Child Protective Services (CPS) background record checks.
- c) The Provider must provide a reasonable number of adult instructors, paid or volunteer, to participants to maintain safe ratios.
- d) In the event of an emergency, the Provider must be willing to provide continuous supervision of participants until the appropriate County authority decides it is safe to disperse.

2. Written Materials

- a) The Provider shall submit written descriptions of proposed Activities for the appropriate DPRC publication. The County may modify the Provider's description of an Activity.
- b) The Provider shall submit an annual report to the County, highlighting the successes and failures of the Activities as part of a quality monitoring process.

3. Cleanliness

- a) Provider shall, at its own expense, keep the premises in which the Activity is conducted clean and sanitary at all times.
- b) Provider, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the County receptacles. The Provider will incur the cost of all excessive garbage pick-up from the premises due to the conduct of the Activity.

4. Equipment

- a) Provider may provide equipment necessary to conduct the Activity. Provider shall, at all times and at its own expense, keep and maintain its equipment in good repair and in a clean, sanitary, and orderly condition and appearance.
- b) The storage of any equipment, supplies, materials, or other personal property is the Provider's sole responsibility. The County shall not be held liable for any costs of the Provider's property in storage due to loss, damage, theft, facility maintenance, vandalism, force majeure, and/or any other cause.
- c) No equipment provided by the County shall be removed or replaced by Provider without the prior written consent of the Parks Director.

5. Compliance

- a) The Provider will comply with the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, and County programs, activities and services.
- b) The Provider will obtain all necessary permits and licensing for the provision of the services and will provide instruction for Activities in accordance with any licensing regulations.
- c) The Provider will comply with all current DPRC practices and current DPRC agreements.

C. OTHER CONSIDERATIONS

The following are selected considerations which should be addressed.

1. Insurance

The selected Proposer shall acquire and maintain the established insurance and liability limits for this Activity. Such evidence shall include insurance coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Automobile Liability*	
Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
Wisconsin Workers' Compensation* or Proof of All States Coverage (with waiver of subrogation)	Statutory
Employers' Liability*	\$100,000/\$500,000/\$100,000

*Requirements may be waived depending upon certain circumstances. Waiver is solely at Milwaukee County's discretion.

Milwaukee County will be named as an additional insured for General and Auto Liability. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County.

3. Public Access

The Provider understands that the Activity will occur in a public park and the park is to remain open and accessible to the public in a manner that is compatible with the use of the premises as contemplated by the Agreement.

4. Taxes

The Provider shall pay all taxes of whatever character which may be levied or

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charged upon the Provider to use the facilities, or upon the improvements, fixtures, equipment or other property, or upon the operations under the Agreement.

Section III

SUBMISSION REQUIREMENTS

A. SUBMITTED PROPOSALS – Proposal must contain all of the following:

1. Cover Letter

Proposers are to include a cover letter indicating the contact information for the entity proposing. Include at a minimum:

- a. Key names, including title and position
- b. Complete mailing addresses
- c. Telephone and fax number (including office and cell numbers as appropriate)
- d. E-mail addresses
- e. A statement that the proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions

2. Proposal Items

Providers are to submit complete, detailed responses to all of the Informational Items in **Attachments A through F**.

3. Important Notices

Provider who mail their proposals should allow adequate mail delivery time to ensure timely receipt of the proposals. Late proposals will not be considered for review. DPRC reserves the right to determine the timeliness of all proposals submitted.

DPRC reserves the right to extend the deadline for submission should such action be in the best interest of the County. In the event the deadline is extended, Provider will have the right to revise their proposal. Proposals may be withdrawn by written request, signed by an authorized representative of the company, and submitted to DPRC prior to the scheduled closing time for receipt of proposals.

Submission of information pursuant to this RFI shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFI and the contents of the proposal submitted by the successful Proposer may become contractual obligation if an agreement is awarded. Failure of the successful Proposer to accept these obligations may result in cancellation of the award. DPRC reserves the right to either reject any or all proposals if it deems such to be in the best interest of the County and the general public or to withdraw this RFI at any time without prior notice for any reason without making an award if it deems such to be in the best interest of the County and the general public.

All proposals submitted in response to this RFI become the property of the County.

C. CONFLICT OF INTEREST

The Provider certifies that to the best of its knowledge no employee of the County, nor any member thereof, nor any public agency or official affected by any agreement that results from this RFI, has any pecuniary interest in the business of the Provider, and that no person associated with the Provider has any interest that would conflict in any manner with the performance of the Agreement.

County Ordinance 9.05 (2) (1) applies:

"No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by Section 9.15 unless an acceptance by an elected official would conflict with this section."

D. REGULATIONS

The proposed services shall meet all current, pending and future regulatory requirements of all authorities having jurisdiction over its design, construction and operation, including the Federal, State and local laws and statutes including Milwaukee County or any other local municipality in which the service is located.

The Provider shall fully comply with all applicable laws, regulations, and building codes governing non-discrimination in public accommodations and commercial facilities, including without limitation, the requirements of the Americans with Disabilities Act and all regulations thereunder. No contract shall be awarded to any person, firm, joint venture, or corporation that is in arrears or is in default to the County upon any debt or contract or that is a defaulter as surety or otherwise upon any obligation to the County.

E. CONFIDENTIALITY

All proposals and other information submitted pursuant to this RFI are subject to the Wisconsin Open Records Law, Wis. Stat. § 19.31 *et seq.* Proposals and other information cannot be kept confidential unless they are subject to an exception under the Open Records Law.

ATTACHMENT A

BUSINESS INFORMATION AND EXPERIENCE QUESTIONNAIRE

1. What is the full legal name of your company (if applicable)?
2. What is the organizational structure of the company (if applicable)?
 - ☐ Corporation
 - ☐ Partnership
 - ☐ Joint Venture
 - ☐ Sole Proprietorship
 - i. If a corporation, list the state of incorporation and the names of all persons or entities owning twenty-five percent (25%) or more of the proposer's voting stock.
 - ii. If a partnership, list all partners.
 - iii. If a joint venture, list the percentage of ownership and management for each party.
 - iv. If a sole proprietorship, list all business names under which such individual has done business during the last five years.
3. What is the business address and telephone number of the company (if applicable)?
4. List the primary contact persons for this contract including phone numbers and email addresses.
5. If possible, list a minimum of three references familiar with your abilities as a provider of the Activity or similar service. Provide contact names, titles, and phone numbers.
6. If possible, list a minimum of two bank references. Provide contact names, titles, and phone numbers.
7. Your stability includes the financial strength as well as the stability of the company in terms of years in business, number of employees, local office, prior experience, and history of the company.
 - i. State the number of years you have operated as an instructional services provider
 - ii. Where is (was) the location of the services referenced above?
 - iii. What is (was) the name of the services referenced above?

ATTACHMENT B

TECHNICAL QUESTIONNAIRE

1. Describe your fee proposal for the Activity.
2. List proposed locations for Activity and any special facility needs (e.g., fields, courts, etc.).
3. Describe your philosophy, goals, and objectives. Include strategy for accomplishing scope of services.
4. Describe your company's methods of instruction. If method of instruction varies for age groups or persons with physical or developmental disabilities, describe. Attach lesson plans for proposed instruction.
5. Will you provide reasonable accommodations for individuals with special needs as outlined in the Americans with Disabilities Act paragraph above? Yes ____ No ____

If yes, describe how you will do this.

1. Describe your company's safety precaution procedures.
2. Describe your company's behavior management policy for youth.
3. Provide a description of equipment requirements and indicate which equipment you will provide, which equipment is to be provided by the County, and which equipment is to be provided by participants.
4. Will you conduct national criminal background checks and Child Protective Services (CPS) background checks on any employee or volunteer who will work with participants registered for the Activities? Yes ____ No ____
5. If possible, identify proposed instructional personnel, including skill levels and any certifications, and identify the programs they would teach. Include resumes if available. Include instructor job descriptions for personnel to be selected at a future date.

ATTACHMENT C

FINANCIAL OFFER

Describe the financial arrangement you propose with the County:

ATTACHMENT D

EXCEPTIONS

If you take exception or require clarification on any points of the RFI before signing any agreement with the County, please list items on a separate sheet. With each exception, please state your proposed wording. All are subject to the discretion and approval of the County. Therefore, should you and the County be unable to resolve any exceptions to the mutual satisfaction of both parties, the County reserves the right to reject your proposal from any further consideration.

1. If no exceptions are listed, you agree to all terms and conditions contained in this entire document, including all appendices and drawings.

If exceptions are listed, the undersigned agrees to all terms and conditions contained in this entire document, with those noted exceptions.

2. Exceptions attached? ☐ Yes
 ☐ No

By: _____ Date: _____
Provider

ATTACHMENT E

ACTIVITY OUTLINE FORM

Please complete the form below:

- List the number of sessions for each time period offered for each type of Activity.
- List the number of days per session and days of the week being offered, and starting and ending time of the day for each Activity being offered.
- List minimum and maximum Activity size.
- List adult instructor student ratios.
- List titles of Activity being offered, session period being proposed and age ranges for the participants.

Classes:

Name of Specific Activity Titles	Ages from – to	# of Class Sessions	# of Minutes per Class	Days of the Week (Circle)	Min # / Max # of Students	Ratio	Season
				Su M Tu W Th F Sa			
				Su M Tu W Th F Sa			
				Su M Tu W Th F Sa			
				Su M Tu W Th F Sa			
				Su M Tu W Th F Sa			
				Su M Tu W Th F Sa			
				Su M Tu W Th F Sa			

League/tournament play:

Name of Specific Activity Titles	Ages from – to	Days in Session	Time Range	Season (Fall, Winter Spring, Summer, All)	Min # / Max # of Students	Ratio	Space Required

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ATTACHMENT F

MARKETING PLAN

Provide an attachment outlining how you intend to market the Activities and the Milwaukee County Parks experience.

Please note that the DPRC logo must be included in all promotional literature. The DPRC Marketing Manager will work cooperatively with the successful Proposer in seeking out marketing and cross-marketing opportunities.